

DEPARTMENT OF INDUSTRIAL RELATIONS
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HOLIDAY PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

ORANGE AND RIVERSIDE COUNTIES

RECEIVED
Department of Industrial Relations

AUG 05 2004

Div. of Labor Statistics & Research
Chief's Office

**STANDARD FORM OF UNION
AGREEMENT**

**SHEET METAL, ROOFING,
VENTILATING AND
AIR CONDITIONING
CONTRACTING DIVISIONS OF THE
CONSTRUCTION INDUSTRY**

Agreement entered into July 1, 2003 by and between Orange Empire SMACNA and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No 105 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Catalina Island and that portion of Los Angeles County south of Imperial Highway and east of the Los Angeles River including the cities of Pomona, Claremont and Long Beach, Orange, Riverside, San Bernardino, Mono, Inyo Counties and the northeast part of Kern County east of Highway 395 from Red Mountain to the Inyo County line.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all airveyor systems and airhandling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all airhandling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (See Addenda) or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (See Addenda.)

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of the **geographical jurisdiction of the collective bargaining area**, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone

or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$(See Addenda) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Doublewall panel plenums
12. Angle rings

**ADDENDUM NO. 23
HOLIDAYS AND VACATIONS**

SECTION 1. The following are designated holidays:
New Year's Day, January 1
Presidents Day, the third Monday in February
Friday before Easter
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veterans Day, designated Federal date
Thanksgiving Day, the fourth Thursday in November
Christmas Eve, December 24
Christmas Day, December 25

In addition to the above, the following shall be holidays:

- a. The Monday after any designated holiday that falls on Sunday, excluding Easter Sunday.
- b. When any designated holiday falls on Saturday, the Friday before shall be a holiday.
- c. When any designated holiday falls on Thursday, the Friday after shall be a holiday.
- d. When any designated holiday falls on Tuesday, the Monday before shall be a holiday, with the exception of Christmas Eve.

SECTION 2. It is hereby agreed that each Employee covered by this Collective Bargaining Agreement may take three weeks off from work without pay each and every calendar year. Such time off shall be taken with the mutual consent of the Employer and the Employee. Such time off shall be scheduled so that it will not create an undue hardship on the Employer and in no case in excess of ten percent (10%) of the number of Employees at one time where the Employees exceed ten (10) in number.

**ADDENDUM NO. 24
WORKING HOURS**

SECTION 1. Regular working hours shall consist of forty (40) hours per week, eight (8) hours worked per day, between the hours of 6:00 a.m. and 6:00 p.m. with no more than one (1) hour for lunch. In no event shall starting time in the shop or on the jobsite begin before 6:00 a.m. unless otherwise authorized by the Local Union.

SECTION 2. With the written consent of a majority of the Employees, the Employer may establish regular working hours consisting of ten (10) consecutive hours per day, forty (40) hours per week, Monday through Thursday or Tuesday through Friday. Prevailing wage laws, if different, shall supersede this option on prevailing wage projects.

SECTION 3. Employees having worked and reported back to work the following day shall only be terminated at lunch time or at regular quitting time. This does not apply to any new Employee's show up time, as defined in Article VIII, Section 10 of the Standard Form of Union Agreement.

SECTION 4. When conditions beyond the Employer's control (inclement weather, power failure, etc.) result in the loss of a normal workday during the normal workweek, the Employer may, with the PRIOR written approval of the Local Union, schedule a make-up day on Saturday at the straight time rate of pay up to the maximum of forty (40) hours per week. The decision to work, on the part of the Employee, will be optional and not mandatory. The work that will be permitted to be performed under these conditions will be only work that would have been performed had the job not suffered a shut down. This does not apply if Saturday is a holiday.

Under no circumstances will hoisting, rigging or any other activity not considered normal day-to-day activity be done under these conditions. All such activity must be done under the overtime provisions of this Agreement. The Union will have the right to make the final determination in deciding if this Section is applicable to the conditions of any job requesting a make-up day.

SECTION 5. SHOP WORK. When the Employer and a majority of the Employees in a shop agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact before changing the starting time, on the letterhead of the Employer, verified by the Shop Steward, and stating the agreed upon starting time and closing time of the eight (8) hour work day which shall provide for not more than one hour for lunch, and thereupon until the Union is otherwise notified, such hours shall be the work day for the Employees of such Employer in the shop. If the starting time for work is changed, the work performed before and after the changed work day shall be compensated per the contractual overtime rates. An overtime permit shall be required for any truck leaving the shop prior to the shop starting time.